Contract Agreement Between:

CONTRACT

WBAL-TV11
3800 Hooper Avenue
Baltimore, MD 21211
(410)467-3000

Contract / Revision	Alt Order #
969273 /	

Product
ISSUE

Contract Dates	Estimate #	
11/02/12 - 11/06/12	83	

Advertiser	Original Date / Revision
Get the Facts-Vote No on 7	10/31/12 / 10/31/12

Billing Cycle	Billing Calendar	Cash/Trade
EOM/EOC	Broadcast	Cash
Station	**Account Executive**	**Sales Office**
WBAL	Matt Nixon	Baltimore

Special Handling

Demographic
Adults 25-54

IDB#	Advertiser Code	Product Code
1021		

Agency Ref	Advertiser Ref

And:

Mentzer Media Services
Attention: Elise Lloyd
600 Fairmont Ave
Suite 306
Towson, MD 21286

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
N 1	WBAL	11/02/12	11/06/12	WBAL-TV 11 News At 5am	5-6am M-F		:30			NM	6	$4,500.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	----2--	2	$750.00							
Week:	11/05/12	11/11/12	22-----	4	$750.00							
N 6	WBAL	11/02/12	11/06/12	WBAL-TV 11 News Today	6-7am M-F		:30			NM	6	$15,000.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	----2--	2	$2,500.00							
Week:	11/05/12	11/11/12	22-----	4	$2,500.00							
N 7	WBAL	11/02/12	11/06/12	NBC Today Show	7-9am M-F		:30			NM	9	$22,500.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	----3--	3	$2,500.00							
Week:	11/05/12	11/11/12	33-----	6	$2,500.00							
N 10	WBAL	11/02/12	11/04/12	11 News Sat Morn 5am	5-6am Sa		:30			NM	5	$1,250.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	-----5-	5	$250.00							
N 11	WBAL	11/02/12	11/04/12	11 News Sat Morn 6am	6-7am Sa		:30			NM	3	$1,500.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	-----3-	3	$500.00							
N 13	WBAL	11/02/12	11/04/12	NBC Saturday Today	7-9am Sa		:30			NM	4	$10,000.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	-----4-	4	$2,500.00							
N 14	WBAL	11/02/12	11/04/12	11 News Sat Morn 9am	9-10am Sa		:30			NM	3	$4,500.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	-----3-	3	$1,500.00							
N 15	WBAL	11/02/12	11/04/12	11 News Sun Morn 5am	5-6am Su		:30			NM	6	$1,500.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	------6	6	$250.00							
N 17	WBAL	11/02/12	11/04/12	11 News Sun Morn 6am	6-7am Su		:30			NM	3	$1,500.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	------3	3	$500.00							
N 18	WBAL	11/02/12	11/04/12	11 News Sun Morn 7am	7-8am Su		:30			NM	3	$3,000.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

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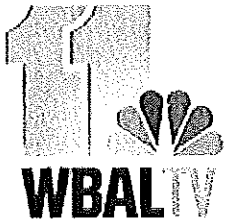
Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



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11/02/12 - 11/06/12	ISSUE	83

Advertiser	Original Date / Revision
Get the Facts-Vote No on	10/31/12 / 10/31/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		10/29/12	11/04/12	------3	3	$1,000.00						
N 20	WBAL	11/02/12	11/04/12	NBC Sunday Today	8-9am Su		:30			NM	2	$5,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		10/29/12	11/04/12	------2	2	$2,500.00						
N 22	WBAL	11/02/12	11/04/12	11 News Sun Morn 9-10am	9-10am Su		:30			NM	3	$3,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		10/29/12	11/04/12	------3	3	$1,000.00						
N 23	WBAL	11/02/12	11/06/12	Today Show II	9-10am M-F		:30			NM	3	$3,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		10/29/12	11/04/12	----1--	1	$1,000.00						
Week:		11/05/12	11/11/12	11-----	2	$1,000.00						
N 29	WBAL	11/02/12	11/06/12	Live with Kelly	10-11am M-F		:30			NM	3	$2,250.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		10/29/12	11/04/12	----1--	1	$750.00						
Week:		11/05/12	11/11/12	11-----	2	$750.00						
N 30	WBAL	11/02/12	11/05/12	STEVE HARVEY DAY	2PM TO 3PM M-F		:30			NM	6	$3,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		10/29/12	11/04/12	----3--	3	$500.00						
Week:		11/05/12	11/11/12	3------	3	$500.00						
N 31	WBAL	11/02/12	11/05/12	DR. OZ EF	DR. OZ EF		:30			NM	2	$1,500.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		10/29/12	11/04/12	----1--	1	$750.00						
Week:		11/05/12	11/11/12	1------	1	$750.00						
N 32	WBAL	11/02/12	11/05/12	Ellen	Ellen		:30			NM	2	$2,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		10/29/12	11/04/12	----1--	1	$1,000.00						
Week:		11/05/12	11/11/12	1------	1	$1,000.00						
N 33	WBAL	11/05/12	11/05/12	VOICE	Prime Other		:30			NM	3	$22,500.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		11/05/12	11/11/12	3------	3	$7,500.00						
N 34	WBAL	11/05/12	11/05/12	Revolution	10-11pm Mon		:30			NM	2	$10,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		11/05/12	11/11/12	2------	2	$5,000.00						
N 36	WBAL	11/03/12	11/04/12	NFL Regular Season	NFL Regular Seas		:30			NM	2	$50,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		10/29/12	11/04/12	------S	2	$25,000.00						
N 37	WBAL	11/02/12	11/02/12	NBC Prime	8-9pm Fri		:30			NM	1	$4,500.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		10/29/12	11/04/12	----1--	1	$4,500.00						
N 40	WBAL	11/02/12	11/04/12	NBC Saturday Night Live	NBC Saturday Nigt		:30			NM	4	$6,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		10/29/12	11/04/12	-----4-	4	$1,500.00						
N 53	WBAL	11/02/12	11/03/12	Notre Dame Football	Notre Dame Footbi		:30			NM	2	$3,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		10/29/12	11/04/12	-----S-	2	$1,500.00						
N 54	WBAL	11/04/12	11/04/12	MLS Soccer	NBC Sports Vrs		:30			NM	4	$4,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		10/29/12	11/04/12	------4	4	$1,000.00						

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11/02/12 - 11/06/12	ISSUE	83

Advertiser	Original Date / Revision
Get the Facts-Vote No on	10/31/12 / 10/31/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
		Start Date	End Date	Weekdays	Spots/Week	Rate						
N	55	WBAL 11/04/12	11/04/12	Football Night In America/PreNFL Pre-Game			:30			NM	1	$5,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
	Week:	10/29/12	11/04/12	------1	1	$5,000.00						
								Totals			88	$190,000.00

Time Period	# of Spots	Gross Amount	Net Amount
10/29/12 -11/06/12	88	$190,000.00	$161,500.00
Totals	88	$190,000.00	$161,500.00

Signature: _____ **Date:** _____

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TERMS AND STANDARD CONDITIONS
FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

(a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.

(b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

(a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.

(b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.

(c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.

(d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, *force majeure*, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial materials and other property furnished by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in connection with broadcasts except after its prior approval.

(c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.

(d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.

(e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

WBAL TV BALTIMORE

ISSUE- Get the Facts Vote NO

Author: Matt Nixon

Proposal ID: 18983
Schedule Date: 11/2/2012 - 11/6/2012
Advertiser: ISSUE
Agency: MENTZER MEDIA SERVICES
Spot Length(s): :30
Market: Baltimore [27]

Acct. Exec: Matt Nixon
Phone #: 410-338-6411
FAX #: 410-338-6460
Email: mnixon@hearst.com

Flight Dates: 11/2/2012-11/6/2012

Program Time	Spot Length	NO 2	NO 5	DMA P35+ RTG	Wks	Rate Spots
WBAL						
ELLEN CPP/CPM Mo-Fr 4:00p-5:00p	:30	1	1	2.5 $400.00	2	$1,000.00 2
THE VOICE CPP/CPM Mon 8:00p-10:00p	:30	--	3	6.3 $1,190.48	1	$7,500.00 3
REVOLUTION CPP/CPM Mon 10:00p-11:00p	:30	--	2	4.6 $1,086.96	1	$5,000.00 2
Go ON/Guys with Kids Fri 8P CPP/CPM Fri 8:00p-9:00p	:30	1	--	p3.1 $1,451.61	1	$4,500.00 1
FOOTBALL NIGHT IN AMERICA CPP/CPM Sun 7:00p-8:00p	:30	1	--	p4.1 $1,219.51 Run Dates: 9/6/2012-12/30/2012	1	$5,000.00 1
SNF: COWBOYS @ FALCONS CPP/CPM Sun 8:00p-11:30p	:30	2	--	*10.3 $2,427.18 Run Dates: 11/4/2012-11/4/2012	1	$25,000.00 2
SAT NITE LIVE CPP/CPM Sat 11:30p-1:00a	:30	4	--	p3.9 $384.62	1	$1,500.00 4
MLS NY vs Philly CPP/CPM Sat 1:30p-4:00p	:30	4	--	*1.0 $1,000.00	1	$1,000.00 4
NOTRE DAME FTBL ROS NON PRIME CPP/CPM Sat 2:30p-7:30p	:30	2	--	*3.0 $500.00 Run Dates: 9/8/2012-11/17/2012	1	$1,500.00 2

Total Cost:	**$190,000.00**
Agency Commission @ 15%	**$28,500.00**
Net Cost:	**$161,500.00**

Signature_____

General Summary (DMA P35+ D.RTG)

Name	Spots	Cost	Grps	Imp(000)	CPP	CPM	Reach	Freq
WBAL	88	$190,000.00	285.0	4327.5	$666.67	$43.91	87.0	3.3

Note: Asterisk (*) indicates manual adjustment of estimate.

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Advertiser: ISSUE
Agency: MENTZER MEDIA SERVICES
Spot Length(s): :30
Market: Baltimore [27]

Acct. Exec: Matt Nixon
Phone #: 410-338-6411
FAX #: 410-338-6460
Email: mnixon@hearst.com

Flight Dates: 11/2/2012-11/6/2012

Program Time	Spot Length	NO 2	NO 5	DMA P35+ RTG	Wks	Rate Spots
WBAL						
11 NEWS AT 5AM CPP/CPM Mo-Fr 5:00a-6:00a	:30	2	4	1.7 $441.18 ✓	2	$750.00 6
11 NEWS AT 6AM CPP/CPM Mo-Fr 6:00a-7:00a	:30	2	4	p3.6 $694.44 ✓	2	$2,500.00 6
THE TODAY SHOW CPP/CPM Mo-Fr 7:00a-9:00a	:30	3	6	p4.5 $555.56 ✓	2	$2,500.00 9
11 NEWS SAT 5AM CPP/CPM Sat 5:00a-6:00a	:30	5	--	p2.0 $125.00 ✓	1	$250.00 5
11 NEWS SAT 6AM CPP/CPM Sat 6:00a-7:00a	:30	3	--	2.4 $208.33 ✓	1	$500.00 3
SATURDAY TODAY CPP/CPM Sat 7:00a-9:00a	:30	4	--	4.1 $609.76 ✓	1	$2,500.00 4
11 NEWS SAT 9AM CPP/CPM Sat 9:00a-10:00a	:30	3	--	3.6 $416.67 ✓	1	$1,500.00 3
11 NEWS SUN 5A CPP/CPM Sun 5:00a-6:00a	:30	6	--	p1.7 $147.06 ✓	1	$250.00 6
11 NEWS SUN 6A CPP/CPM Sun 6:00a-7:00a	:30	3	--	2.4 $208.33 ✓	1	$500.00 3
11 NEWS SUN 7A CPP/CPM Sun 7:00a-8:00a	:30	3	--	3.8 $263.16 ✓	1	$1,000.00 3
SUNDAY TODAY CPP/CPM Sun 8:00a-9:00a	:30	2	--	5.2 $480.77 ✓	1	$2,500.00 2
11 NEWS SUN 9AM CPP/CPM Sun 9:00a-10:00a	:30	3	--	3.8 $263.16 ✓	1	$1,000.00 3
TODAY II CPP/CPM Mo-Fr 9:00a-10:00a	:30	1	2	3.0 $333.33 ✓	2	$1,000.00 3
LIVE WITH KELLY CPP/CPM Mo-Fr 10:00a-11:00a	:30	1	2	2.6 $288.46 ✓	2	$750.00 3
STEVE HARVEY SHOW CPP/CPM Mo-Fr 2:00p-3:00p	:30	3	3	1.8 $277.78 ✓	2	$500.00 6
DR OZ CPP/CPM Mo-Fr 3:00p-4:00p	:30	1	1	1.8 $416.67 ✓	2	$750.00 2

Note: Asterisk (*) indicates manual adjustment of estimate.

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Data © Nielsen Company

Nixon, Matt H

From: Elise Cloyd <ecloyd@mentzermedia.com>
Sent: Wednesday, October 31, 2012 11:31 AM
To: JHaigley@sbgtv.com; gwah@sbgnet.com; Nixon, Matt H; BAhlfield@wjz.com; Jacalyn.Palmiotto@FOXTV.COM; Daniel.Baylog@scripps.com
Subject: GTF new schedule

All...
For the adds orders you all put together for Get the Facts, please make that 11/1-11/6.
The new estimate for these additions is 83.
Bill and Dan....just keep the Thursday spots on their as you originally sent me....they will be fine now that we are considering this
a separate adds schedule.
Sorry all....it's been one heck of a day/week!!
Thanks for all of your help!!!!

Elise Cloyd
Mentzer Media Services
600 Fairmount Avenue, Ste. 306
Towson, MD 21286
ph 443-921-9124 (Direct Line)
fax 410-583-2322

Nixon, Matt H

From: Elise Cloyd <ecloyd@mentzermedia.com>
Sent: Wednesday, October 31, 2012 11:01 AM
To: Nixon, Matt H
Subject: RE: GTF

We will take this package....only WBAL for 190,000.
Thanks!

From: Nixon, Matt H [mailto:mnixon@hearst.com]
Sent: Tuesday, October 30, 2012 4:11 PM
To: Elise Cloyd
Subject: GTF

Elise,

I forgot to add in Major League Soccer on Saturday. I also listed out CPPs for you.

Thank you,
Matt Nixon
WBAL-TV, WBAL PLUS, & WBALTV.com
Senior Advertising Account Executive
Political Sales Executive
410-338-6411 Office
mnixon@hearst.com

AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

Station and Location:	Date:
WBAL	10/31/12

I, David Grill
do hereby request station time concerning the following issue:

Get The Facts - Vote No On 7

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
	VARIES	11/1	- 11/6		

Total Charges: $ 190,000.00 GROSS

This broadcast time will be used by: Get The Facts - Vote No On 7

Does the programming (in whole or in part) communicate "a message relating to any political matter of national importance?"

☐ Yes ☐ No

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For programming that "communicates a message relating to any political matter of national importance," list the name of the legally qualified candidate(s) the programming refers to, the office(s) being sought and the date(s) of the election(s) (if applicable):

For programming that "communicates a message relating to any political matter of national importance," attach Agreed Upon Schedule (Page 3)

I represent that the payment for the above described broadcast time has been furnished by:

GET THE FACTS-VOTE NO ON 7

and you are authorized to announce the time as paid for by such person or entity. The entity furnishing the payment, if other than an individual person, is:

☐ a corporation; ☒ a committee; ☐ an association; ☐ or other unincorporated group.

The names, offices, and addresses of the chief executive officers, directors, and/or authorized agents of the entity are named below (may be attached separately):

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

I agree to indemnify and hold harmless the station for any damages or liability, including reasonable attorney's fees, that may ensue from the broadcast of the above-requested advertisement(s). **For the above-stated broadcast(s), I also agree to prepare a script, transcript, or tape, which will be delivered to the station at least _____ before the time of the scheduled broadcasts.**

TO BE SIGNED BY ISSUE ADVERTISER

8/30/2012	Susan McCrack	202-296-3306
Date	Signature	Contact Phone Number

TO BE SIGNED BY STATION REPRESENTATIVE

☑ **Accepted** ☐ **Accepted in Part** ☐ **Rejected**

	MATTNO	PAB
Signature	Printed Name	Title

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Contract Agreement Between:

CONTRACT

WBAL-TV11
3800 Hooper Avenue
Baltimore, MD 21211
(410)467-3000

Contract / Revision	Alt Order #
969273 /	

Product
ISSUE

Contract Dates	Estimate #	
11/02/12 - 11/06/12	83	

Advertiser	Original Date / Revision
Get the Facts-Vote No on 7	11/01/12 / 11/01/12

Billing Cycle	Billing Calendar	Cash/Trade
EOM/EOC	Broadcast	Cash
Station	**Account Executive**	**Sales Office**
WBAL	Matt Nixon	Baltimore

Special Handling

Demographic
Adults 25-54

IDB#	Advertiser Code	Product Code
1021		

Agency Ref	Advertiser Ref

And:

Mentzer Media Services
Attention: Elise Lloyd
600 Fairmont Ave
Suite 306
Towson, MD 21286

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
1	WBAL	11/02/12	11/06/12	WBAL-TV 11 News At 5am	5-6am M-F		:30			NM	6	$4,500.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	----2--	2	$750.00							
Week:	11/05/12	11/11/12	22-----	4	$750.00							
6	WBAL	11/02/12	11/06/12	WBAL-TV 11 News Today	6-7am M-F		:30			NM	6	$15,000.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	----2--	2	$2,500.00							
Week:	11/05/12	11/11/12	22-----	4	$2,500.00							
7	WBAL	11/02/12	11/06/12	NBC Today Show	7-9am M-F		:30			NM	9	$22,500.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	----3--	3	$2,500.00							
Week:	11/05/12	11/11/12	33-----	6	$2,500.00							
10	WBAL	11/02/12	11/04/12	11 News Sat Morn 5am	5-6am Sa		:30			NM	5	$1,250.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	-----5-	5	$250.00							
11	WBAL	11/02/12	11/04/12	11 News Sat Morn 6am	6-7am Sa		:30			NM	3	$1,500.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	-----3-	3	$500.00							
13	WBAL	11/02/12	11/04/12	NBC Saturday Today	7-9am Sa		:30			NM	4	$10,000.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	-----4-	4	$2,500.00							
14	WBAL	11/02/12	11/04/12	11 News Sat Morn 9am	9-10am Sa		:30			NM	3	$4,500.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	-----3-	3	$1,500.00							
15	WBAL	11/02/12	11/04/12	11 News Sun Morn 5am	5-6am Su		:30			NM	6	$1,500.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	------6	6	$250.00							
N 17	WBAL	11/02/12	11/04/12	11 News Sun Morn 6am	6-7am Su		:30			NM	3	$1,500.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	------3	3	$500.00							
18	WBAL	11/02/12	11/04/12	11 News Sun Morn 7am	7-8am Su		:30			NM	3	$3,000.00

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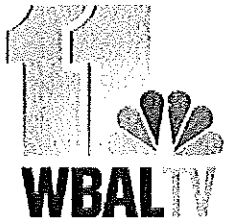

WBAL-TV11
3800 Hooper Avenue
Baltimore, MD 21211
(410)467-3000

Contract / Revision	Alt Order #
969273 /	

Contract Dates	Product	Estimate #
11/02/12 - 11/06/12	ISSUE	83

Advertiser	Original Date / Revision
Get the Facts-Vote No on	11/01/12 / 11/01/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
Week:		10/29/12	11/04/12	------3	3				$1,000.00			
20	WBAL	11/02/12	11/04/12	NBC Sunday Today	8-9am Su		:30			NM	2	$5,000.00
Week:		10/29/12	11/04/12	------2	2				$2,500.00			
22	WBAL	11/02/12	11/04/12	11 News Sun Morn 9-10am	9-10am Su		:30			NM	3	$3,000.00
Week:		10/29/12	11/04/12	------3	3				$1,000.00			
E 23	WBAL	11/02/12	11/06/12	Today Show II	9-10am M-F		:30			NM	3	$3,000.00
Week:		10/29/12	11/04/12	----1--	1				$1,000.00			
Week:		11/05/12	11/11/12	11-----	2				$1,000.00			

Spot	Ch	Date Range	Description	Start/End Time	Weekdays	Length	Rate	Type
6	*WBAL*	*11/05/12-11/11/12*	*Today Show II*	*9-10am M-F*	MTu--------	*:30*	*~~$1,000.00~~*	*NM*
	See MG 23.9							
7	*WBAL*	*11/05/12-11/11/12*	*Today Show II*	*9-10am M-F*	MTu--------	*:30*	*~~$1,000.00~~*	*NM*
	See MG 23.8							
8	WBAL	11/06/12-11/06/12	WBAL-TV 11 News At 5am	5-6am M-F	-Tu--------	:30	$1,000.00	NM
Ⓗ	MG for 23.7 11/06							
	MG into 5am news due to overbooking.							
9	WBAL	11/05/12-11/05/12	WBAL-TV 11 News At 5am	5-6am M-F	M---------	:30	$1,000.00	NM
Ⓗ	MG for 23.6 11/05							
	MG into 5am news due to overbooking.							

29	WBAL	11/02/12	11/06/12	Live with Kelly	10-11am M-F		:30			NM	3	$2,250.00
Week:		10/29/12	11/04/12	----1--	1				$750.00			
Week:		11/05/12	11/11/12	11-----	2				$750.00			
30	WBAL	11/02/12	11/05/12	STEVE HARVEY DAY	2PM TO 3PM M-F		:30			NM	6	$3,000.00
Week:		10/29/12	11/04/12	----3--	3				$500.00			
Week:		11/05/12	11/11/12	3------	3				$500.00			
31	WBAL	11/02/12	11/05/12	DR. OZ EF	DR. OZ EF		:30			NM	2	$1,500.00
Week:		10/29/12	11/04/12	----1--	1				$750.00			
Week:		11/05/12	11/11/12	1------	1				$750.00			
32	WBAL	11/02/12	11/05/12	Ellen	Ellen		:30			NM	2	$2,000.00
Week:		10/29/12	11/04/12	----1--	1				$1,000.00			
Week:		11/05/12	11/11/12	1------	1				$1,000.00			
33	WBAL	11/05/12	11/05/12	VOICE	Prime Other		:30			NM	3	$22,500.00
Week:		11/05/12	11/11/12	3------	3				$7,500.00			

Spot	Ch	Date Range	Description	Start/End Time	Weekdays	Length	Rate	Type
5	*WBAL*	*11/05/12-11/11/12*	*VOICE*	*Prime Other*	M----------	*:30*	*~~$7,500.00~~*	*NM*
	See MG 33.7							
7	WBAL	11/05/12-11/11/12	VOICE	Prime Other	M----------	:30	$7,500.00	NM
Ⓗ	MG for 33.5 11/05							

34	WBAL	11/05/12	11/05/12	Revolution	10-11pm Mon		:30			NM	2	$10,000.00
Week:		11/05/12	11/11/12	2------	2				$5,000.00			

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WBAL-TV11
3800 Hooper Avenue
Baltimore, MD 21211
(410)467-3000

Contract / Revision	Alt Order #
969273 /	

Contract Dates	Product	Estimate #
11/02/12 - 11/06/12	ISSUE	83

Advertiser	Original Date / Revision
Get the Facts-Vote No on	11/01/12 / 11/01/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
		Start Date	End Date	Weekdays	Spots/Week	Rate						
36	WBAL	11/03/12	11/04/12	NFL Regular Season	NFL Regular Seas		:30			NM	2	$50,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		10/29/12	11/04/12	------S	2	$25,000.00						
E 37	WBAL	11/02/12	11/02/12	NBC Hurricane Special	8-9pm Fri		:30			NM	1	$8,100.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		10/29/12	11/04/12	----1--	1	$8,100.00						
40	WBAL	11/02/12	11/04/12	NBC Saturday Night Live	NBC Saturday Nigl		:30			NM	4	$6,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		10/29/12	11/04/12	-----4-	4	$1,500.00						
53	WBAL	11/02/12	11/03/12	Notre Dame Football	Notre Dame Footbi		:30			NM	2	$3,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		10/29/12	11/04/12	-----S-	2	$1,500.00						
E 54	WBAL	11/04/12	11/04/12	MLS Soccer	NBC Sports Vrs		:30			NM	4	$4,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		10/29/12	11/04/12	------4	4	$1,000.00						
Spot	Ch	Date Range		Description	Start/End Time	Weekdays	Length		Rate	Type		
3	*WBAL*	*10/29/12-11/04/12*		*MLS Soccer*	*NBC Sports Vrs*	---------Su	*:30*		*~~$1,000.00~~*	*NM*		
	See MG 54.6											
6	WBAL	11/03/12-11/03/12		Sports Illustrated Special	NBC Sports Vrs	-------Sa--	:30		$1,000.00	NM		
Ⓜ	MG for 54.3 11/04											
55	WBAL	11/04/12	11/04/12	Football Night In America/PreNFL Pre-Game			:30			NM	1	$5,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		10/29/12	11/04/12	------1	1	$5,000.00						
									Totals		88	$193,600.00

Time Period	# of Spots	Gross Amount	Net Amount
10/29/12 -11/06/12	88	$193,600.00	$164,560.00
Totals	88	$193,600.00	$164,560.00

Signature: _____ **Date:** _____

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TERMS AND STANDARD CONDITIONS
FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

(a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.

(b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

(a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.

(b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.

(c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.

(d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, *force majeure*, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial materials and other property furnished by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in connection with broadcasts except after its prior approval.

(c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.

(d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.

(e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]